

CONTRACT

35358

THIS CONTRACT is made and entered, in duplicate, as of August 20, 2019 for reference purposes only, pursuant to Resolution No. RES-19-0120, adopted by the City Council of the City of Long Beach at its meeting on August 13, 2019, by and between BARBER WELDING, INC., a New York corporation ("Contractor"), with a place of business at 2517 State Route 31 W - P.O. Box 690, Weedsport, NY 13166, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, the City desires to purchase an MC-502 Skimmer Boat with related equipment and accessories (Skimmer Boat"); and

WHEREAS, the Skimmer Boat is designed to remove debris from the harbors, marinas, and open waterways; and

WHEREAS, Barber Welding, Inc. is the manufacturer and sole distributor for specialized equipment of this type; and

WHEREAS, several different types of skimmer boats were examined to use for debris collection operations and the Boat was found to be the most efficient and practical by the Parks, Recreation, and Marine Department; and

WHEREAS, City did by Resolution No. RES-19-0120 determine that the City's need to purchase Skimmer Boat could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids to purchase Skimmer Boat, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

1. Contractor shall sell, furnish and deliver to City Skimmer Boat, attached hereto as Exhibit "A" and incorporated herein by reference, as authorized by Resolution No. RES-19-0120.

2. City shall pay Contractor in due course of payments, following receipt

1 of an invoice from Contractor and upon acceptance from City, for Skimmer Boat, the prices
2 shown in Exhibit "A", a sum ~~not~~ to exceed Six Hundred Thousand Eight Hundred Sixty
3 Three Dollars (\$600,863), inclusive of taxes and fees.

4 3. The term of this Contract shall commence on September 1, 2019, and
5 shall terminate at midnight on August 31, 2020 unless sooner terminated as provided
6 herein. The City may terminate this Contract by giving thirty (30) days prior notice of
7 termination to Contractor.

8 4. Neither this Contract nor any of the moneys that may become due
9 Contractor hereunder may be assigned without the prior written consent of City.

10 5. Any notices required hereunder or desired to be given by either party
11 shall be in writing and personally delivered or deposited in the U.S. Postal Service, first
12 class postage prepaid, addressed to Contractor at the address stated herein, and to City
13 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
14 shall be deemed given on the date personal delivery is made or on the date of deposit in
15 the mail, whichever first occurs.

16 6. City shall have the benefit of any warranty from the manufacturer on
17 the Skimmer Boat, and Contractor warrants that the Skimmer Boat is in good working order
18 and free from defect at the time of delivery.

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1 IN WITNESS WHEREOF, the parties have signed this document with all the
2 formalities required by law as of the date first stated above.

3 BARBER WELDING, INC., a New York
4 corporation

5 September 6, 2019

6 By Stephen L. Walczyk
Name Stephen L. Walczyk
Title President

7 September 6, 2019

8 By There is no other officers.
Name
Title

9 "Contractor"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 Sept 26, 2019

13 By R.B. Hill
City Manager

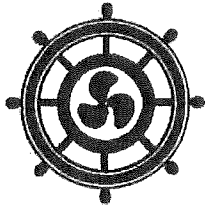
14 "City"

15 This Contract is approved as to form on September 18, 2019.
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17 CHARLES PARKIN, City Attorney

18 By [Signature]
19 Deputy
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EXHIBIT “A”



ALPHA BOATS UNLIMITED

dba of Barber Welding, Inc.

2517 State Route 31 W – P.O. Box 690, Weedsport, NY 13166 USA

Tel: 1-315-834-6645 -- Fax: 1-315-834-6045

email: info@alphaboats.com www.alphaboats.com

May 10, 2019

John Seevers

Superintendent of Acquisitions

Department of Financial Management | Fleet Services Bureau

2600 Temple Ave | Long Beach, CA 90806

Office: 562-570-5406 | Fax: 562-570-5414

Dear Mr. Seevers,

Alpha Boats Unlimited is the sole source manufacturer of the MC-502 Skimmer Boat. Our skimmer boats are covered under Patent No. US 7,045,058 B2, dated May 16, 2006. The fishing line cutter, optional on our products, is covered under Patent No. US 7,416,460 B2, dated August 26, 2008.

Due to the nature of design and patents, our boat is not available by other manufacturers or through a dealership within the United States.

These features include an intake conveyor system that can be adjusted to varying heights, both above and below the water line, and at varying pitches, including horizontal. The MC-502 can pick up the top 24 inches of water depth. The intake conveyor can be unloaded to a height of 90-1/2" from the bottom of the hull, allowing it to reach low piers for unloading.

The intake conveyor and the storage conveyor can be hydraulically manipulated by the operator to be the exact matching height for a heavy item to be transferred. This removes the vertical dropping of heavy debris on the storage belting possibly causing damage.

The entire intake conveyor can be submerged, horizontally, to allow for the removal/lifting of objects.

The level intake can then be raised out of the water and will allow for the least amount of damage to objects on the conveyor, which has a capacity for up to 1200 pounds. This process could aid in removal of hazardous waste, 55 gallon drums, refuse, furniture, heavy water-logged trees, deceased marine or human remains, and more. This is so there is minimal handling and minimal contamination.

The entire length of the vessel's intake system, when horizontal, and storage area has a clearance of 3 feet high and 5 feet wide object. The level intake capability, allows for long items to be removed from waterways, without the operator bridge in the way when retrieving a object.

These are key features to our design, under the patent.

Because the intake conveyor system is frontal intake/ frontal off-loading, the boat driver can easily monitor what is being discharged and how it would affect transferring to another unit or the shore line, without having to turn or twist. Off-loading is simpler because the driver does not need to look to both the bow and stern as frequently, and can make adjustments to the connecting container. The operator will not need to back up as often, nor will have the need to reverse into a pier or shoreline. With our optional

cabin design, both the front and back windows allow for better visibility to the water line. Driving forward and looking forward while unloading, is much easier. The less time spent going backward enhances safety.

Each skimmer wing can act independently. This allows for more accurate control when cleaning corners and difficult shapes. Examples could be rolling along pier walls, bridge supports, other water features, and to break apart masses of debris. The intake wings can be "fully closed" while pulling oddly shaped items out of a difficult area. Using the wings as a pincher grip, going in reverse pulls the debris apart so the driver can go back in for the cleanup.

Our patented fishing line cutter assists in keeping debris away from the propeller unit oil seals. This patent saves a lot of maintenance time and costs.

The top sides of our Skimmer Boat are clean to walk on. This is a major safety issue.

Our hydraulic system, or other connection, lines are tucked in closely to supportive structures, when not in a fully enclosed cover, preventing leaks and possible damage. The system is also very easy to maintain, with minimal exposure to the operator.

The aluminum engine compartment is mounted low on the stern, for better stabilization of the vessel by acting as ballast, offsetting the extended front loading area. This also promotes safer, easier routine maintenance, with access from multiple sides of the power unit, when the vessel is either in or off the water.

The exterior of the hull is the "foot print" of the vessel, with only the swing arms as an extension.

The top of the hull on each side, have clean minimal structures for items to catch upon, such as trees, branches, low hanging items off bridges, piers, etc.

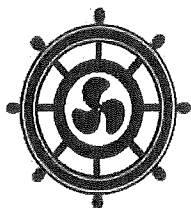
The ladder to the cabin/bridge area is made using a traction tread instead of smooth tubing or pipe.

There are numerous other features built into our design that make the MC-502 Skimmer Boat as a stand-alone design- an essential, original piece of equipment that is not able to be copied by another manufacturer.

Sincerely,

Steve Walczyk

Steve Walczyk
President
Barber Welding Inc, DBA Alpha Boats Unlimited
PO Box 690
2517 State Route 31
Weedsport, NY 13166
P: 315-834-6645
E: slwalczyk@barberweldinginc.com



ALPHA BOATS UNLIMITED

DBA of Barber Welding, Inc.

2517 State Route 31 W – P.O. Box 690, Weedsport, NY 13166 USA

Tel: 1-315-834-6648 -- Fax: 1-315-834-6045

Email: info@alphaboats.com www.alphaboats.com

July 2, 2019

QUOTATION: 0702-19

City of Long Beach
ATT: John Seevers
Superintendent of Acquisitions
2600 Temple Ave
Long Beach, CA 90806

Item	Qty	Description	Unit List Price	Total Price
1.	1	MC-502 Skimmer Inclusive wit: 316 Stainless Steel Hull (10Ga) 304 Stainless Steel Rest of Skimmer Steel Hydraulic tank Aluminum Cab NO paint 16 anodes 154 hp engine Throw anchor and tool box 2 work lights on each side and four switches Navigation lights 12 volt air horn signal Vhf radio and antenna 2 fans in cab Air conditioner/Heater Densyl tape- on exposed steel hydraulic fittings Lexon (poly carbon) bottom of bridge Set of repair tools Extra whole set of cheap steel cylinders	\$469,440.00	\$469,440.00
2.		TLT-800E	\$46,082.00	\$46,082.00
3.		Freight from Weedsport, NY to Long Beach, CA Travel and stay for two people to inspect at Weedsport, NY	\$32,500.00	\$32,500.00
Total:			\$548,022.00	\$548,022.00

Estimated tax @ 10.25%

\$52,841

TOTAL \$600,863

TERMS OF PAYMENT: Due upon Receipt

All prices quoted are valid for a period of 60 days from the above noted date.

Due to fluctuating stainless steel market – price will be quoted upon request and valid for 60 days.

Jessie Pruden

Jessie Pruden

Sales/Marketing